

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made and entered into this ____ day of _____, 2025 (“**Effective Date**”) by and between the CITY OF FOREST PARK, GEORGIA (“**City**”) and the CLAYTON COUNTY BOARD OF COMMISSIONERS (“**CCBC**”).

WITNESSETH:

WHEREAS, the City is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the CCBC is the governing authority of Clayton County, Georgia and is responsible for the administration of Clayton County, Georgia’s elections; and

WHEREAS, CCBC has used the W.A. Fountain Elementary School as a polling location for Clayton County, Georgia’s elections, but the school is set to be demolished in June of 2025; and

WHEREAS, CCBC is hosting a Special Primary Election includes advanced voting days and a primary voting day on June 17, 2025 (“**Special Primary Election**”); and

WHEREAS, the City authorizes CCBC to host the Special Primary Election at the Forest Park Senior Center located at 5087 Park Avenue, Forest Park, Georgia 30297 (“**Location**”) as this will provide a seamless experience for the City’s voters; and

WHEREAS, this MOU regarding the Location for the Special Primary Election for Clayton County, Georgia is necessary for the safety, health, and welfare of the City’s citizens.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration and substantial benefit, the parties hereunto agree as follows:

- (1) **TERM.** This MOU shall commence on the Effective Date and, unless terminated earlier pursuant to the terms herein, shall terminate absolutely without further obligation on the part of either party upon June 18, 2025 (“**Expiration Date**”).
- (2) **TERMINATION FOR CONVENIENCE.** Either party may at any time terminate all or any part of this MOU for convenience by providing signed ten (10) calendar days’ written notice.
- (3) **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and CCBC. This MOU shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency, or similar arrangement between the City and CCBC.

(4) **RESPONSIBILITIES OF THE CITY.**

- (a) The City shall provide accessible use to the Location for the Special Primary Election.
- (b) The City shall provide one (1) member of City staff at the Location for the Special Primary Election.

(5) **RESPONSIBILITIES OF CCBC.**

- (a) CCBC shall pay for and provide two (2) police officers at the Location for adequate security for the Special Primary Election.
- (b) CCBC shall provide adequate staff and poll workers at the Location for the Special Primary Election.

- (6) **INDEMNIFICATION.** To the fullest extent permitted by law, CCBC agrees to indemnify, defend, and hold harmless the City and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the “**City Indemnitees**”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including but not limited to reasonable attorney’s fees and costs or fines or penalties charged by any governmental entity), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of CCBC or its employees, agents, and representatives in performing this MOU; (ii) a material breach by CCBC of its covenants; or (iii) failure by CCBC or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this MOU. CCBC expressly understands and agrees that any bond or insurance protection required by this MOU, or otherwise provided by the CCBC, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City Indemnitees as provided herein. These obligations shall survive termination.

- (7) **RISK MANAGEMENT REQUIREMENTS.** CCBC shall show proof of insurance on the Effective Date of this MOU and shall name the “City of Forest Park, Georgia” as an additional insured. CCBC must possess the following insurance:

- (a) ***Commercial General Liability.*** Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Forest Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

- (8) **CONFIDENTIAL INFORMATION.** CCBC acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in

advance in writing or is required to be disclosed by court order, subpoena or by law, neither CCBC nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

- (9) **ASSIGNMENT AND SUBCONTRACTING.** CCBC shall not assign this MOU or any portion of this MOU. No assignment by CCBC, including any assignment or subcontract to which CCBC consents, shall in any way relieve CCBC from complete and punctual performance of this MOU, including without limitation all CCBC's obligations under the warranty provisions of this MOU.
- (10) **ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this MOU or in the collection of any monies herein required to be paid by the other party.
- (11) **GOVERNING LAW AND CONSENT TO JURISDICTION.** This MOU is made and entered into in the State of Georgia, and this MOU and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this MOU shall be in the State Courts of Fulton County, Georgia.
- (12) **NOTICES.** All notices or other communications required or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, or when sent via electronic mail (email), return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

If to the City:

City of Forest Park, Georgia
Attn: City Manager
745 Forest Pkwy
Forest Park, Georgia 30297
rclark@forestparkga.gov

With a copy to:

Denmark Ashby LLC
Attn: City Attorney
100 Hartsfield Centre Pkwy, Ste. 400
Atlanta, Georgia 30354
ewhigham@denmarkashby.com

If to CCBC:

Clayton County Board of Commissioners
Attn: Alieka Anderson-Henry, *Chair*
112 Smith Street
Jonesboro, Georgia 30236
Lavona.cooper@claytoncountyga.gov

- (13) **SEVERABILITY.** If any provision of this MOU is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the MOU, which shall remain in full force and effect, and enforceable in accordance with its terms.
- (14) **LOCATION RULES AND POLICIES.** CCBC and CCBC's staff, security, and polling workers shall observe and comply with all security requirements, safety regulations, and City policies and rules regarding the Location.
- (15) **AMENDMENTS.** All modifications or changes to this MOU must be in writing and signed by the parties to this MOU.
- (16) **COUNTERPARTS.** This MOU may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same MOU. PDF signatures shall constitute original signatures.
- (17) **ENTIRE AGREEMENT.** This MOU, which includes the exhibits attached hereto, contains the entire MOU and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces all prior discussions and understandings, whether oral or written.
- (18) **CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this MOU calls for or contemplates a period of time for the performance of any term, provision, or condition of this MOU, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this MOU as of the Effective Date first written above.

CITY OF FOREST PARK, GEORGIA:

CLAYTON COUNTY BOARD OF COMMISSIONERS:

By: _____

By: _____

Name: Angelyne Butler

Name: Alika Anderson-Henry

Title: Mayor

Title: Chair